



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MND, MNDC, FF

### Introduction

This matter dealt with an application by the Landlord for a Monetary Order for compensation for damage to the unit, site or property, for compensation for loss or damage under the Act, regulations or tenancy agreement, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on July 12, 2012. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

During the course of the hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. the Landlord said they would accept the \$277.80 of the Tenant's security deposit of \$312.50 as full settlement of the Landlord's damage claims.
2. the Tenant agreed to forfeit \$277.80 of her security deposit of \$312.50 to satisfy the Landlord's claim for damages.
3. The Landlord agreed to return the balance of the Tenant's security deposit of  $\$312.50 - \$277.80 = \$34.70$  within 15 days of receiving this settlement agreement.

Under section 63 (1) the director can assist parties or offer parties an opportunity to settle their dispute. Pursuant to section 63 of the Act the Landlord and the Tenant agreed to the above arrangement.

As no further action is required on this file, the file is closed.

Conclusion

The Parties agreed to the Landlord retaining a portion of the Tenant's security deposit in the amount of \$277.80 full settlement of the damages to the rental unit.

The Landlord agreed to return the balance of the Tenant's security deposit in the amount of \$34.70 within 15 days of receiving this settlement agreement.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

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Residential Tenancy Branch